



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

department, nor would it cause any suspicion of influence that might tend to shape their decisions, since the tax is on all "incomes from whatever source derived." The judge's claim for salary is unimpaired; the amount of income remains the same; the deduction comes later when the government comes to collect taxes from all citizens, whatever be their position or place. See 18 MICH. L. REV. 697. The purpose of a constitutional provision must guide courts in its application, and it is submitted that if the independence of the judiciary is not tampered with by allowances for expenses it certainly is not violated by a tax laid on all citizens alike. See dissenting opinion in *Evans v. Gore*, *supra*.

LANDLORD AND TENANT—MODE OF UTILIZATION OF PREMISES—CONSTRUCTION OF COVENANT NOT TO USE FOR IMMORAL PRACTICES.—A lease contained the covenant, "that the lessee will not keep or allow any hquor or beverages of any intoxicating nature or tendency, kept or tolerated on said premises, nor any gambling, or other immoral practices." The tenant used the premises as a book store and sold certain books of an immoral character. In an action by the landlord in forcible entry and unlawful detainer, the trial court found (1) that there had been a default in the payment of rent, and (2) that the premises had been used for *immoral practices* within the scope of the covenant in the lease. A statute empowered the tenant to reinstate his rights under the lease by payment of the rent at any time before possession was taken by the landlord under legal proceedings. Admitting the default in payment of rent, it thus became necessary for the court to pass upon the second finding in order to determine whether or not the tenant could exercise his statutory power. *Held*, in view of the lease describing the premises as a book store, a prohibition on the kind of books to be sold was not within the contemplation of the parties at the time of the execution of the lease. A construction of the words, "or other immoral practices," in view of their following directly after the specification of gambling or keeping of intoxicating liquors, must be confined to practices generally understood to be subversive to common decency, such as allowing the premises to be used as a bawdy house or for lewd dancing. *Paust v. Georgian* (Minn., 1920), 179 N. W. 735.

Generally, the tenant is not restricted in the use of the leased premises except by statute or express provision in the lease. *Taylor v. Finnegan*, 189 Mass. 568, 76 N. E. 203; *Heise v. Penn. Ry. Co.*, 62 Penn. 67. Where the tenant is prohibited from using the premises for certain specified trades or any other noisome or offensive trade, such words as those italicized are construed as relating only to trades *ejusdem generis* with those which have already been set out in particular in the covenant. *Witherell v. Bird*, 2 Adol. & E. 161; *Jones v. Thorne*, 1 Barn. & C. 715; 1 TIFFANY, LAND. & TEN., § 123 d. There seems to be no reason why the same principle should not be adhered to in the principal case; for it is self-evident that gambling is not in the same category as the sale of certain immoral books which are among those kept in a general stock in trade.